

Revised 01/2012

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS

Application (1)

IN RE:

<u>Cheryl Cummings</u> Debtor	<u>BKS-08-50790</u> Bankruptcy Case Number
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**FILED**  
JUN 10 2013  
U.S. BANKRUPTCY COURT  
BY [Signature] DEPUTY

**APPLICATION FOR PAYMENT OF UNCLAIMED FUNDS**

Comes now the Claimant identified below to make Application for an Order authorizing payment of unclaimed funds now on deposit in the Treasury of the United States for the benefit of Claimant. Claimant was a creditor/debtor in the above captioned bankruptcy case and has not received payment of these funds which are due and owing to the Claimant. Claimant further states that Claimant is:

NAME OF CLAIMANT: <u>Boston Portfolio Advisors, as agent for TERI LOAN HOLDINGS, LLC.</u>	
PHONE NUMBER: <u>954-832-3555</u>	LAST FOUR DIGITS OF SOCIAL SECURITY NO: <u>3842</u>
MAILING ADDRESS: <u>800 Corporate Dr. Suite 408</u>	
CITY: <u>Ft. Lauderdale</u>	STATE: <u>FL</u> ZIP: <u>33334</u>

and that a dividend in the amount of \$2625.10 was awarded in this case to the claimant, which dividend is currently unclaimed and held by the Clerk of Court.

Claimant certifies that all statements made by Claimant on this Application and any attachments required for this Application are, to the best of Claimant's knowledge, true and correct. Accordingly, Claimant requests the Court to enter an Order authorizing payment of the pro rata dividend due upon this claim.

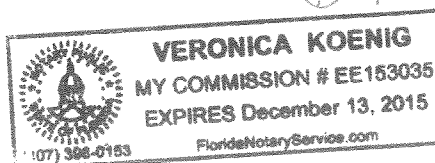
Date: <u>5/29/13</u>	<u>[Signature]</u> Claimant's Signature
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State of FL  
County of Howard  
Subscribed and sworn to before me this 29<sup>th</sup> day of May, 20 13

[Signature]  
Notary Public

My commission expires: 12/13/15

Mail to: United States Bankruptcy Court  
Attn: Annette Anderson, Finance  
615 E. Houston, Suite 546  
San Antonio, TX 78205



Western District of Texas  
UNITED STATES BANKRUPTCY COURT

**FILED**  
**JUN 28 2012**  
**U.S. BANKRUPTCY COURT**  
**BY [Signature] DEPUTY**

In re: Cheryl Cummings

Case Number: 08-50790

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. 1111(a). Transferor hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

TERI Loan Holdings, LLC

The Education Resources Institute, Inc.

Name of Transferee

Name of Transferor

Name and address where notices to transferee should be sent:

Boston Portfolio Advisors

Court Claim # (if known): 11

800 Corporate Drive, Suite 800

Amount of Claim: \$ 32712.24

Fort Lauderdale, FL 33334

Date Claim Filed: 07/25/2008

Phone: 617-217-2878

Phone: 617-217-2878

Last Four Digits of Acct. #: 3842

Last Four Digits of Acct. #: 3842

Name and address where transferee payments should be sent (if different from above):

Boston Portfolio Advisors

800 Corporate Drive, Suite 408

Fort Lauderdale, FL 33334

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Kathy Cernan

Date: 6/22/12

*Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571*

UNITED STATES BANKRUPTCY COURT  
WESTERN DIVISION OF TEXAS  
SAN ANTONIO DIVISION

IN RE:  
CHERYL CUMMINGS

CASE NO: BKS-08-50790 G

CHAPTER 13

Debtor

TRUSTEE'S NOTICE TO PAY UNCLAIMED FUNDS TO THE COURT

COMES NOW, Mary K. Viegelahn, the Chapter 13 Trustee in this case, and reports the following:

1. Debtor filed for relief under Chapter 13 on March 21, 2008. The Court Confirmed Debtor's plan on May 20, 2008.
2. BOSTON PORTFOLIO ADVISORS, (the "Creditor") filed a proof of claim in the above referenced case and the Trustee made payments thereon. Disbursement checks to this creditor have not been negotiated.
3. The Trustee, therefore, believes the unclaimed funds owing the creditor should be paid to the Court, pursuant to Section 347 of the Bankruptcy Code.
4. The Trustee's check for \$2,625.10, payable to the Clerk of the Court, is attached to this notice.

FURTHER, in compliance with Rule 3011 of the Rules of Bankruptcy Procedure and 11 U.S.C. Sec. 347(a), the Trustee files the following list of all known names and addresses of the persons and the accounts to which they are entitled to be paid from the estate.

<u>Name and Address of Creditor</u>	<u>Amount of Disbursement Check</u>
BOSTON PORTFOLIO ADVISORS 800 CORPORATE DR #408 FT LAUDERDALE, FL 33334	\$2,625.10

Respectfully submitted,

/s/ Mary K. Viegelahn

MARY K. VIEGELAHN  
CHAPTER 13 STANDING TRUSTEE  
909 N.E. Loop 410, Suite 400  
San Antonio, TX 78209  
(210) 824-1460

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

IN RE: CHAPTER 13

CHERYL CUMMINGS

DEBTOR(S) CASE NO.: 08-50790 G

**CERTIFICATE OF SERVICE**  
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I hereby certify that a true and correct copy of the attached document was served **May 02, 2013**  
by First Class Mail, upon the following:

Debtor(s):  
CHERYL CUMMINGS  
9055 SAHARA WOODS  
UNIVERSAL CITY, TX 78148

AND TO THE CREDITORS AND PARTIES IN INTEREST LISTED BELOW:

BOSTON PORTFOLIO ADVISORS  
800 CORPORATE DR #408  
FT LAUDERDALE, FL 33334

Attorney For Debtor(s)  
ROGENA JAN ATKINSON LLC  
P O BOX 90628  
LAW OFFICES OF RJ ATKINSON LLC  
SAN ANTONIO, TX 78209-9088

/S/

\_\_\_\_\_  
Mary K. Viegelahn  
Chapter 13 Trustee

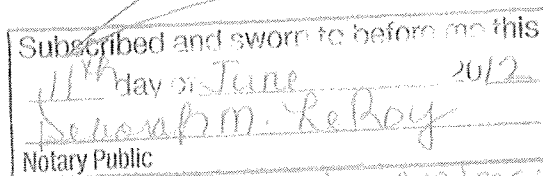
AFFIDAVIT OF AUTHORIZATION

STATE OF MA  
COUNTY OF Suffolk

Eric A.W. Danver being duly sworn, deposes and states as follows:

1. I am an employed by TERI Loan Holdings, LLC, as Manager of the LLC.
2. Pursuant to the Allonge of Endorsement and Agreement of Assignment, and in furtherance of the United States Bankruptcy Court Order, all receivables potentially due to The Education Resources Institute, Inc., were transferred to TERI Loan Holdings, LLC.
3. TERI Loan Holdings, LLC has retained the services of Boston Portfolio Advisors, 225 Franklin Street, 26<sup>th</sup> Floor, Boston, Massachusetts, as the exclusive agent for the management, collection, and resolution of the portfolio of receivables potentially due.
4. Boston Portfolio Advisors has been provided with all the business records, which were maintained by me in the regular course of business, in the prior proceedings.

Sworn to before me this  
11<sup>th</sup> day of June, 2012



Notary Public

**CERTIFICATE OF  
CONFORMITY**

STATE OF Massachusetts  
COUNTY OF Suffolk

The undersigned attorney, does hereby certify that they are an attorney-at law admitted to practice in the State of Massachusetts and that the acknowledgment executed by Deborah M. ReBoy (notary) on the 11<sup>th</sup> day of June, 2012 to the affidavit was taken in the manner prescribed by and in conformity with the laws of the state which is the place where the acknowledgment was taken.

IN WITNESS WHEREOF, I have hereunto set my hand this 11<sup>th</sup> day of June, 2012

Julie Pistorino  
Name: Julie Pistorino  
Attorney-At-Law

ALLONGE OF ENDORSEMENT AND AGREEMENT OF ASSIGNMENT

Recitations and Representations

1. This Note is transferred pursuant the Modified Fourth Amended Joint Plan of Reorganization of The Education Resources Institute, Inc. ("TERI") and the Official Committee of Unsecured Creditors dated as of August 26, 2010 (the "Plan"), which was confirmed by entry of an order of confirmation of the United States Bankruptcy Court for the District of Massachusetts on October 9, 2010. Section 6.3(d) of the Plan provides for the transfer from TERI to the TERI Plan Trust of all its right, interest, and title in TERI's assets, including, without implied limitation, any and all student loan notes owned or held by TERI as of the Plan's "Effective Date" as therein defined ("Notes").

2. For the purpose of implementing Section 6.3(d) of the Plan, TERI and the TERI Plan Trust entered into that certain Assignment Agreement dated as of November 19, 2010 (as amended and supplemented, the "Assignment Agreement"). On the Effective Date and on the date hereof, TERI represents that it is the owner of all legal and equitable interests in and rights to and under the Notes transferred pursuant to the Assignment Agreement, including without implied limitation the Note to which this instrument is affixed.

3. The parties acknowledge the transfer of the rights of TERI Plan Trust to receive title to the Notes under the Assignment Agreement to TERI Loan Holdings LLC, a wholly owned subsidiary of TERI Plan Trust (sometimes herein, "Holdings").

4. This instrument shall be applicable to all Notes conveyed by the Assignment Agreement. A copy of this instrument may be affixed to each such Note; provided, however, that the failure to affix a copy of this instrument to any such Note shall in no way limit or impair the validity of the transfer of any such Note to Holdings, or the rights of the Holdings, under any such Note.

Endorsement

Pay to the order of TERI Loan Holdings LLC, without representations or warranties, express or implied, and without recourse, express or implied, of any type, kind, character or nature except as may be specifically set forth in the Plan or Assignment Agreement.

Confirmatory Assignment

For the avoidance of doubt, if this instrument is appended to any documentation evidencing an obligation to pay money which does not technically constitute a "promissory note" under applicable law, the undersigned does hereby sell, assign, transfer and convey all of the rights of the undersigned therein to TERI Loan Holdings LLC, which assignment shall be on the same terms as, and as evidence of, the transfer required by the Assignment Agreement.

General

In the event that any Note or documentation endorsed or assigned hereby is in electronic form, this instrument shall be deemed affixed thereto when placed within the electronic file

containing the copy of, or data constituting, the record of such Note or documentation, to the same extent as if physically attached to a tangible instrument or document.

By execution hereof, TERI further confirms that, pursuant to section 8 of the Assignment Agreement, TERI Plan Trust possesses the power of attorney therein described relative to all Notes assigned and conveyed under such Assignment Agreement, and the undersigned hereby consents to TERI Plan Trust assigning such power to Holdings.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the [9] day of March, 2012.

THE EDUCATIONAL RESOURCES INSTITUTE, INC.

By: 

William Davidson

Senior Vice President and Chief Financial Officer





American Education Services

American Education Services  
Guarantor/Insurer Relations  
1200 North Seventh Street • Harrisburg, PA 17102-1444  
Phone: 717-720-3300 • Fax: 717-720-3928 or 717-720-3921  
www.aesSuccess.org

## ASSIGNMENT OF RIGHTS

0001

Borrower's Name: CHERYL L CUMMINGS

Borrower's Social Security Number: 516 06 3842

Disbursement Date: 05/16/06

Current Owner: 122962PM NCT

For the value received, the undersigned hereby assigns and transfers all right, title and interest arising from this note to The Education Resources Institute (TERI) without recourse or warranty.

By: Patricia Walton Date: 4/28/08  
(Patricia Walton)  
Supervisor, Guarantor/Insurer Relations

**\* Creditworthy Student \* Loan Request/Credit Agreement - Signature Page**

**NON-NEGOTIABLE CREDIT AGREEMENT - THIS IS A CONSUMER CREDIT TRANSACTION**

**LOAN PROGRAM INFORMATION**

Astrive Education Loan

Academic Period: 08/2006-05/2007

Lender: Charter One Bank, N.A.

School: SAINT PHILIP'S COLLEGE

Loan Amount Requested: \$11000.00

Repayment Option: Immediate Repayment

Deferral Period Margin: 5.65

Repayment Period Margin: 5.65

Loan Origination Fee Percentage: 9.00

**STUDENT BORROWER INFORMATION (Must be at least 18 years of age)**

Borrower Name: Cheryl L Cummings

Home Address: 9055 Sahara Woods Universal City, TX 78148

Social Security #: 516-08-3842

Date of Birth: 04/08/1969

Home Telephone: 2102967953

Current Employer: CHECK N GO

Employer Telephone: 2106610097

Current Position: Office staff

Years There: 0 Years 5 Months

Years at Previous Employment: 4 Years

Allimony, child support, or separate maintenance incomes do not have to be revealed if you do not want them considered for repaying this obligation. If you are relying on such additional income, please provide details on a separate sheet of paper.

Student Citizenship (check one box): ☒ U.S. Citizen

☐ Eligible Non-Citizen (Attach front & back copy of CIS or student visa card)

Personal Reference Name: Debbie Bird

Reference Home Tel #: (202) 482-8363

Work Tel #:

Reference Street Address: 2080 West Euclid

Reference City/State/Zip: Stockton, CA 95207

By my signature, I certify that I have read, understand and agree to the terms of and undertake the obligations set forth on all four (4) pages of this Loan Request/Credit Agreement AB.06-07.CRWO.10DC.0206 ("Credit Agreement"). I understand that any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties, which may include fines or imprisonment. This Credit Agreement is signed under seal. I understand that I am not required to fax my signature on or to sign electronically this Credit Agreement and any related notices that require signature. If I choose to fax my signature on or to sign electronically this Credit Agreement and any related notices that require signature, I intend: (i) my fax or electronic signature to be an electronic signature under applicable federal and state law, (ii) my fax printout or printout of Lender's electronic record of this Credit Agreement and related notices to be an original document, (iii) to conduct business with the Lender by electronic records and electronic signatures, and (iv) that this Credit Agreement will not be governed by Article 3 of the Uniform Commercial Code, and my obligations under this Credit Agreement will not be subject to, but any transfer of my obligations will be subject to, Article 9 of the Uniform Commercial Code.

For purposes of the following notices, "you" means the Borrower, not the Lender.

**FOR ALABAMA RESIDENTS: CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

**FOR WISCONSIN RESIDENTS - NOTICE TO CUSTOMER:**

- (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THE WRITING ON THE FOLLOWING PAGES, EVEN IF OTHERWISE ADVISED.
- (b) DO NOT SIGN THIS CREDIT AGREEMENT IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS CREDIT AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

**PLEASE SIGN BELOW - RETURN This Page With Proof of Income and Other Information (if applicable) - FAX TO: 800-704-9406**

Signature of Borrower

*Cheryl Cummings*

Date *11 May 2006*

AB.06-07.CRWO.10DC.0206 LENDER COPY  
PN01\_RF\_06-07\_CRWO\_F\_X\_CUMMINGS\_A103789136.pdf

AVJUIM

**NOTE DISCLOSURE STATEMENT**

\$ 12,087.91  
03789136  
 Loan No.

Borrower(s) CHERYL L CUMMINGS  
 Student: CHERYL L CUMMINGS  
 Date: May 16, 2006

CHERYL L CUMMINGS  
 9055 SAHARA WOODS  
 UNIVERSAL CITY, TX 78148 USA

Lender Name and Address:  
CHARTER ONE BANK, N.A.  
725 CANTON STREET  
NORWOOD, MA 02062

This disclosure statement relates to your Loan Note disbursed on May 16, 2006.  
 Because your Loan is either being disbursed or entering repayment, or the repayment terms are being modified, the following information about your Loan is being given to you.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate. <u>11.924</u> %	The dollar amount the credit will cost you. \$ <u>17,927.20</u>	The amount of credit provided to you or on your behalf. \$ <u>11,000.00</u>	The amount you will have paid after you have made all payments scheduled. \$ <u>28,927.20</u>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are due
<u>240</u>	\$ <u>120.53</u>	On the <u>16th</u> day of each month beginning <u>6/2006</u>

**VARIABLE RATE:** The Annual Percentage Rate, which is based on an index plus a margin, may increase during the term of the loan if the index rate increases. The index is (check one):

- ☐ **Prime Rate Index Adjusted Monthly** - The highest U.S. bank prime rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the last business day of each calendar month.
- ☐ **Prime Rate Index Adjusted Quarterly** - The highest U.S. bank prime rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the last business day of each calendar quarter.
- ☐ **LIBOR Index Adjusted Quarterly** - The average of the one-month London Interbank Offered Rates published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the first business day of each of the three (3) calendar months immediately preceding the first day of each calendar quarter.
- ☒ **LIBOR Index Adjusted Monthly** - The one-month London Interbank Offered Rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the first business day of each calendar month.

Any increase in the index and the Annual Percentage Rate which occurs while principal payments are deferred will increase the amount of any current and all future payments. Any increase in the index and the Annual Percentage Rate which occurs while principal and interest payments are deferred will increase the amount of all future payments. Any increase in the index and the Annual Percentage Rate which occurs after you have begun to make principal and interest payments on your loan will increase the amount of your future principal and interest payments beginning with your next annual payment adjustment date. For example, assume you obtain a loan in your junior year, in the amount of \$10,000, at an interest rate of 11%, and you defer principal and interest payments until after your graduation, and the repayment term of the loan is 20 years. If the interest rate increased to 12% on January 1st of your senior year, the interest which accrues while principal and interest payments are deferred will increase by \$91.01, and your monthly principal and interest payments would increase by \$9.37.

**LATE CHARGES:** If a payment is more than 15 days late, you may be charged \$5.00 or 5% of the payment, whichever is less. If you default, Lender (or any subsequent holder or any subsequent holder of your Loan Note) may increase the margin used to compute the Annual Percentage Rate by two percentage points (2%).

**PREPAYMENT:** If you pay off early, you will not have to pay a penalty.

**Estimates:** All numerical disclosures except the late payment disclosure are estimates.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, any security interest and prepayment refunds and penalties.

Principal Amount of Note (Amount Financed plus Prepaid Finance Charge) \$ 12,087.91

**Itemization of Amount Financed**

Amount paid to CHERYL L CUMMINGS \$ 11,000.00  
 Amount paid to \_\_\_\_\_ \$ \_\_\_\_\_  
 Total Amount Financed \$ 11,000.00

**Itemization of Prepaid Finance Charge**

Origination Fee \$ 1,087.91  
 Total Prepaid Finance Charge(s) \$ 1,087.91



American Education Services

American Education Services  
Guarantor/Insurer Relations  
1200 North Seventh Street • Harrisburg, PA 17102-1444  
Phone: 717-720-3300 • Fax: 717-720-3928 or 717-720-3921  
www.aesSuccess.org

## ASSIGNMENT OF RIGHTS

#003

Borrower's Name: CHERYL L CUMMINGS

Borrower's Social Security Number: 516 06 3842

Disbursement Date: 06/07/07

Current Owner: 122962QC NCT

For the value received, the undersigned hereby assigns and transfers all right, title and interest arising from this note to The Education Resources Institute (TERI) without recourse or warranty.

By: Patricia Walton Date: 4/28/08  
(Patricia Walton)  
Supervisor, Guarantor/Insurer Relations

**Creditworthy Student Loan Request/Credit Agreement - Signature Page**

**NON-NEGOTIABLE CREDIT AGREEMENT - THIS IS A CONSUMER CREDIT TRANSACTION**

<b>LOAN PROGRAM INFORMATION</b>	
Astrive Undergraduate Loan	Academic Period: 08/2007-06/2008
Lender: Charter One Bank, N.A.	School: SAINT PHILIP'S COLLEGE
Loan Amount Requested: \$13700.00	Repayment Option: Full Deferral
Deferral Period Margin*: 5.65	Repayment Period Margin*: 5.65
Loan Origination Fee Percentage: 10.50	
*Variable interest rate equals the LIBOR Index plus the Margin (see paragraph D.2).	

<b>BORROWER INFORMATION (Must be age of majority in state of residence)</b>	
Borrower Name: Cheryl L. Cummings	Home Address: 8055 Sahara Woods Universal City, TX 78148
Social Security #: 516-08-3842	Date of Birth: 04/08/1969
Mobile Telephone:	Home Telephone: (210) 566-4525
Current Employer: WESTBROOK ENGINEERING	E-mail Address:
Current Position: Office staff	Employer Telephone: (210) 400-6681
Years at Previous Employment: 4 Years	Years There: 9 <del>years</del> MONTHS <i>CL</i>
Alimony, child support, or separate maintenance incomes do not have to be revealed if you do not want them considered for repaying this obligation. If you are relying on such additional income, please provide details on a separate sheet of paper.	
Student Citizenship (check one box): <input checked="" type="checkbox"/> U.S. Citizen	<input type="checkbox"/> Eligible Non-Citizen (Attach front & back copy of CIS or student visa card)
Personal Reference Name: Debby Bird	Reference Home Tel #: (209) 482-8363
Reference Street Address: 2090 West Euclid	Work Tel #: (209) 603-6311
Reference City/State/Zip: Stockton, CA 95207	

By my signature, I certify that I have read, understand and agree to the terms of and undertake the obligations set forth on all four (4) pages of this Loan Request/Credit Agreement AB.07-08.CRWO.10DC.1106 ("Credit Agreement"). I understand that any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties, which may include fines or imprisonment. This Credit Agreement is signed under seal. I understand that I am not required to fax my signature on or to sign electronically this Credit Agreement and any related notices that require signature. If I choose to fax my signature on or to sign electronically this Credit Agreement and any related notices that require signature, I intend: (i) my fax or electronic signature to be an electronic signature under applicable federal and state law, (ii) any fax printout or printout of Lender's electronic record of this Credit Agreement and related notices to be an original document, (iii) to conduct business with the Lender by electronic records and electronic signatures, and (iv) that this Credit Agreement will not be governed by Article 3 of the Uniform Commercial Code; and my obligations under this Credit Agreement will not be subject to, but any transfer of my obligations will be subject to, Article 9 of the Uniform Commercial Code.

For purposes of the following notices, "you" means the Borrower, not the Lender.

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- (b) DO NOT SIGN THIS CREDIT AGREEMENT IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS CREDIT AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

**PLEASE SIGN BELOW: RETURN THIS PAGE WITH PROOF OF INCOME AND OTHER INFORMATION IF APPLICABLE - FAX TO: 900-706-8400**

Signature of Borrower *Cheryl Cummings* Date *1 June 2007*

AB.07-08.CRWO.10DC.1106  
PN01\_RF\_07-08\_CRWO\_F\_X\_CUMMINGS\_A105079822.pdf

LENDER COPY

AVJUDP

### NOTE DISCLOSURE STATEMENT

\$ 15,307.26  
05079822  
 Loan No.

Borrower(s) CHERYL L CUMMINGS  
 Student: CHERYL L CUMMINGS  
 Date: June 7, 2007

CHERYL L CUMMINGS  
 9055 SAHARA WOODS  
 UNIVERSAL CITY, TX 78148 USA

Lender Name and Address:  
CHARTER ONE BANK N.A.  
725 CANTON STREET  
NORWOOD, MA 02062

This disclosure statement relates to your Loan Note disbursed on June 7, 2007.  
 Because your Loan is either being disbursed or entering repayment, or the repayment terms are being modified, the following information about your Loan is being given to you.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments scheduled.
<u>12.200</u> %	\$ <u>35,893.60</u>	\$ <u>13,700.00</u>	\$ <u>49,593.60</u>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are due
<u>240</u>	\$ <u>206.64</u>	On the <u>3rd</u> day of each month beginning <u>1/2010</u>

**VARIABLE RATE:** The Annual Percentage Rate, which is based on an index plus a margin, may increase during the term of the loan if the index rate increases. The index is (check one):

- ☐ **Prime Rate Index Adjusted Monthly** - The highest U.S. bank prime rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the last business day of each calendar month.
- ☐ **Prime Rate Index Adjusted Quarterly** - The highest U.S. bank prime rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the last business day of each calendar quarter.
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**PREPAYMENT:** If you pay off early, you will not have to pay a penalty.

**Estimates:** All numerical disclosures except the late payment disclosure are estimates.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, any security interest and prepayment refunds and penalties.

Principal Amount of Note (Amount Financed plus Prepaid Finance Charge) \$ 15,307.26

Itemization of Amount Financed

Amount paid to CHERYL L CUMMINGS \$ 13,700.00  
 Amount paid to \_\_\_\_\_ \$ \_\_\_\_\_  
 Total Amount Financed \$ 13,700.00

Itemization of Prepaid Finance Charge

Origination Fee \$ 1,607.26  
 Total Prepaid Finance Charge(s) \$ 1,607.26



American Education Services

American Education Services  
Guarantor/Insurer Relations  
1200 North Seventh Street • Harrisburg, PA 17102-1444  
Phone: 717-720-3300 • Fax: 717-720-3928 or 717-720-3921  
www.aesSuccess.org

## ASSIGNMENT OF RIGHTS

002

Borrower's Name: CHERYL L CUMMINGS

Borrower's Social Security Number: 516 06 3842

Disbursement Date: 06/09/06

Current Owner: 122962TS NCT

For the value received, the undersigned hereby assigns and transfers all right, title and interest arising from this note to The Education Resources Institute (TERI) without recourse or warranty.

By: Patricia Walton Date: 4/28/08  
(Patricia Walton)  
Supervisor, Guarantor/Insurer Relations

**\* Creditworthy Student \* Loan Request/Credit Agreement - Signature Page**

**NON-NEGOTIABLE CREDIT AGREEMENT - THIS IS A CONSUMER CREDIT TRANSACTION**

**LOAN PROGRAM INFORMATION**

Education One® Education One Undergraduate Loan Academic Period: 08/2006-06/2007  
Lender: JPMorgan Chase Bank, N.A. School: SAINT PHILIP'S COLLEGE  
Loan Amount Requested: \$7000.00 Repayment Option: Interest Only  
Deferment Period Margin: 5.65 Repayment Period Margin: 5.65 Loan Origination Fee Percentage: 9.00

**BORROWER INFORMATION (Must be at least 18 years of age)**

Borrower Name: Cheryl L Cummings Home Address: 9055 Sahara Woods Universal City, TX 78148  
Social Security #: 516-08-3842 Date of Birth: 04/08/1969 Home Telephone: 2102967953  
Current Employer: CHECK N GO Employer Telephone: 2106610097  
Current Position: Office staff Years There: 0 Years 6 Months  
Years at Previous Employment: 4 Years  
Alimony, child support, or separate maintenance incomes do not have to be revealed if you do not want them considered for repaying this obligation. If you are relying on such additional income, please provide details on a separate sheet of paper.  
Borrower Citizenship (check one box): ☒ U.S. Citizen ☐ Eligible Non-Citizen (Attach front & back copy of CIS or student visa card)  
Personal Reference Name: Debby Bird Reference Home Tel #: (209) 462-8363 Work Tel #: \_\_\_\_\_  
Reference Street Address: 2080 West Foothill  
Reference City/State/Zip: Stockton, CA 95207

By my signature, I certify that I have read, understand and agree to the terms of and undertake the obligations set forth on all four (4) pages of this Loan Request/Credit Agreement EO.06-07.CRWO.10DC.0106 ("Credit Agreement"). I understand that any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties, which may include fines or imprisonment. This Credit Agreement is signed under seal. I understand that I am not required to fax my signature on this Credit Agreement and any related notices that require signature. If I choose to fax my signature on this Credit Agreement and any related notices that require signature, I intend: (i) my fax signature to be an electronic signature under applicable federal and state law, (ii) any fax printout of this Credit Agreement and related notices to be an original document, (iii) to conduct business with the Lender by electronic records and electronic signatures, and (iv) that this Credit Agreement will not be governed by Article 3 of the Uniform Commercial Code, and my obligations under this Credit Agreement will not be subject to, but any transfer of my obligations will be subject to, Article 9 of the Uniform Commercial Code.

For purposes of the following notices, "you" means the Borrower, not the Lender.

**FOR ALABAMA RESIDENTS: CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

**FOR WISCONSIN RESIDENTS - NOTICE TO CUSTOMER:**

- (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THE WRITING ON THE FOLLOWING PAGES, EVEN IF OTHERWISE ADVISED.  
(b) DO NOT SIGN THIS CREDIT AGREEMENT IF IT CONTAINS ANY BLANK SPACES.  
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.  
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

**PLEASE SIGN BELOW - RETURN This Page with Proof of Income and Other Information (if applicable) - FAX TO: 800-704-9407**

Signature of Borrower

*Cheryl Cummings*

Date

*26 May 2006*

EO.06-07.CRWO.10DC.0106

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LENDER COPY

EQUINO



**NOTE DISCLOSURE STATEMENT**

\$ 4,915.38  
03829485  
 Loan No.

Borrower(s) CHERYL L. CUMMINGS  
 Student: CHERYL L. CUMMINGS  
 Date: June 9, 2006

CHERYL L. CUMMINGS  
 9055 SAHARA WOODS  
 UNIVERSAL CITY, TX 78148 USA

Lender Name and Address:  
BANK ONE (JP MORGAN CHASE BANK, N.A.)  
100 EAST BROAD STREET  
COLUMBUS, OH 43125

This disclosure statement relates to your Loan Note disbursed on June 9, 2006.  
 Because your Loan is either being disbursed or entering repayment, or the repayment terms are being modified, the following information about your Loan is being given to you.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate. <u>12.047</u> %	The dollar amount the credit will cost you. \$ <u>9,028.92</u>	The amount of credit provided to you or on your behalf. \$ <u>4,473.00</u>	The amount you will have paid after you have made all payments scheduled. \$ <u>13,501.92</u>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are due
<u>35</u>	\$ <u>43.79</u>	On the <u>9th</u> day of each month beginning <u>7/2006</u>
<u>1</u>	\$ <u>38.87</u>	On the <u>5th</u> day of each month beginning <u>6/2009</u>
<u>240</u>	\$ <u>49.71</u>	On the <u>5th</u> day of each month beginning <u>7/2009</u>

**VARIABLE RATE:** The Annual Percentage Rate, which is based on an index plus a margin, may increase during the term of the loan if the index rate increases. The index is (check one):

- ☐ **Prime Rate Index Adjusted Monthly** - The highest U.S. bank prime rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the last business day of each calendar month.
- ☐ **Prime Rate Index Adjusted Quarterly** - The highest U.S. bank prime rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the last business day of each calendar quarter.
- ☐ **LIBOR Index Adjusted Quarterly** - The average of the one-month London Interbank Offered Rates published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the first business day of each of the three (3) calendar months immediately preceding the first day of each calendar quarter.
- ☒ **LIBOR Index Adjusted Monthly** - The one-month London Interbank Offered Rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the first business day of each calendar month.

Any increase in the index and the Annual Percentage Rate which occurs while principal payments are deferred will increase the amount of any current and all future payments. Any increase in the index and the Annual Percentage Rate which occurs while principal and interest payments are deferred will increase the amount of all future payments. Any increase in the index and the Annual Percentage Rate which occurs after you have begun to make principal and interest payments on your loan will increase the amount of your future principal and interest payments beginning with your next annual payment adjustment date. For example, assume you obtain a loan in your junior year, in the amount of \$10,000, at an interest rate of 11%, and you defer principal and interest payments until after your graduation, and the repayment term of the loan is 20 years. If the interest rate increased to 12% on January 1st of your senior year, the interest which accrues while principal and interest payments are deferred will increase by \$91.01, and your monthly principal and interest payments would increase by \$9.37.

**LATE CHARGES:** If a payment is more than 15 days late, you may be charged \$5.00 or 5% of the payment, whichever is less. If you default, Lender (or any subsequent holder or any subsequent holder of your Loan Note) may increase the margin used to compute the Annual Percentage Rate by two percentage points (2%).

**PREPAYMENT:** If you pay off early, you will not have to pay a penalty.

**Estimates:** All numerical disclosures except the late payment disclosure are estimates.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, any security interest and prepayment refunds and penalties.

Principal Amount of Note (Amount Financed plus Prepaid Finance Charge) \$ 4,915.38

Itemization of Amount Financed

Amount paid to CHERYL L. CUMMINGS \$ 4,473.00

Amount paid to \$ \_\_\_\_\_

Total Amount Financed \$ 4,473.00

Itemization of Prepaid Finance Charge

Origination Fee \$ 442.38

Total Prepaid Finance Charge(s) \$ 442.38